

FORM 22
(RULE 7-1 (1))

No. S-242280
Vancouver (Robson Square) Registry

In the Supreme Court of British Columbia

Between

Bradley Tyler Sulatycky

Plaintiff(s)

and

Graham Qually

Defendant(s)

and

Carl Whiteside

Defendant(s)

and

Beyond Performance Capture

Defendant(s)

LIST OF DOCUMENTS

Prepared by: Bradley Tyler Sulatycky (the "listing party")

Part 1: DOCUMENTS THAT ARE OR HAVE BEEN IN THE LISTING PARTY'S POSSESSION OR CONTROL AND THAT COULD BE USED BY ANY PARTY AT TRIAL TO PROVE OR DISPROVE A MATERIAL FACT

[Do not include documents listed under Part 2, 3 or 4.]

No	Date of document [dd/mm/yyyy]	Description of document	Indicate by a check mark if the document is no longer in the listing party's possession or control	Indicate, for each document listed in this Part by way of an amendment to this List of Documents under Rule 7-1 (9), (12) or (14), the date on which the document was listed
1.1	21/May/2021	Schedules A and B of Plaintiff's Production Coordinator Contract with Defendant Beyond ("Beyond").	☐	29/June/25
1.2	27/Nov/2021	Email announcing Parker Hartzler's ("Hartzler") termination to staff of Beyond and Vancouver Film School ("VFS") by Defendant Qually ("Qually").	☐	29/June/25
1.3	27/Nov/2021	Texts from Hartzler of Qually terminating Hartzler's employment at Beyond	☐	29/June/25
1.4	24/Jan/22	Beyond's "Company Ethos"	☐	29/June/25
1.5	13/Apr/2022	Schedules A and B of Plaintiff's Creative Executive Contract with Beyond	☐	29/June/25
1.6	13/Apr/2022	Plaintiff's BPCI IT User Agreement with Beyond	☐	29/June/25
1.7	13/Apr/2022	Beyond's Option-Purchase Agreement with Smiling Buddha Games	☐	29/June/25
1.8	00/Jul/2022	Beyond's Shopping Agreement with 505 Games	☒	29/June/25
1.9	00/Sep/2022	Email containing the Sonic trade secret email from t_nakahara@home.segasammy.co.jp	☒	29/June/25
1.10	00/Sep/2022	Email containing Plaintiff's confidentiality agreement with Sega	☒	29/June/25
1.11	21/Sep/2022	Copies of the Sonic trade secret sent to fiduciaries of Beyond by Plaintiff	☒	29/June/25

No	Date of document [dd/mmm/yyyy]	Description of document	Indicate by a check mark if the document is no longer in the listing party's possession or control	Indicate, for each document listed in this Part by way of an amendment to this List of Documents under Rule 7-1 (9), (12) or (14), the date on which the document was listed
1.12	23/Sep/2022	Text from Sills of Defendant Beyond ("Sills") to Plaintiff containing Qually's defamation about Plaintiff	☐	29/June/25
1.13	23/Sep/2022	Files from Plaintiff's personal hard drive	☒	29/June/25
1.14	23/Sep/2022	Expenses incurred and sent to finance@beyond-capture.com by Plaintiff during employment	☒	29/June/25
1.15	23/Sep/2022	Text from Qually to Plaintiff's Mother	☐	29/June/25
1.16	03/Oct/2022	Email between Plaintiff and Russell of Defendant Beyond	☐	29/June/25
1.17	07/Nov/2022	Email containing receipts for post-employment charges by Plaintiff on Beyond's credit card by Plaintiff	☐	29/June/25
1.18	21/Dec/2022	Plaintiff's texts to Qually	☐	29/June/25
1.19	22/Dec/2022	Plaintiff's texts to Qually	☐	29/June/25
1.20	30/Dec/2022	Texts between Plaintiff and Qually	☐	29/June/25
1.21	03/Jan/2023	Email containing Qually's defamatory libel about Plaintiff	☐	29/June/25
1.22	03/Jan/2023	Texts from Sills disseminating Qually's defamatory libel in 1.19	☐	29/June/25
1.23	13/Jan/2023	Email by Rabey of Defendant Beyond ("Rabey") to Plaintiff containing cease and desist letter by Thompson of Defendant Beyond ("Thompson")	☐	29/June/25
1.24	13/Jan/2023	The first draft of the cease and desist letter by Thompson	☒	29/June/25

1.25	19/Jan/2023	The second draft of the cease and desist letter by Thompson	☒	29/June/25
1.26	19/Jan/2023	Plaintiff's response to the cease and desist letter by Thompson	☐	29/June/25
1.27	08/Feb/2023	Email containing Plaintiff's demand letter to Thompson	☐	29/June/25
1.28	14/Feb/2023	Email containing Plaintiff's letter of final notice to Thompson	☐	29/June/25
1.29	28/Feb/2023	The third draft of the cease and desist letter by Thompson	☒	29/June/25
1.30	28/Feb/2023	Email from Plaintiff to Thompson voiding fraudulent cease and desist	☐	29/June/25
1.31	27/Mar/2023	Email from Sega to Plaintiff containing intellectual property licensing availability	☐	29/June/25
1.32	14/Apr/2023	Texts of Sills abusing Plaintiff	☐	29/June/25
1.33	06/Sep/2023	Email attempting reimbursement of post-employment charges by Plaintiff on Beyond's credit card from Plaintiff	☐	29/June/25
1.34	09/Apr/2024	Email attempting personal service on Defendant Whiteside ("Whiteside") by Plaintiff	☐	29/June/25
1.35	27/Aug/2024	Email attempting personal service on Qually by Plaintiff	☐	29/June/25
1.36	28/Aug/2024	Email from Plaintiff to Sega reporting BCSC Action matter S-242280	☐	29/June/25
1.37	01/Sept/2024	Email from Defendant Qually with threats during personal service of the claim	☐	
1.38	16/Oct/2024	Email from Plaintiff to Guild Yule and Harper Grey containing response to the demand for particulars	☐	29/June/25

1.39	19/Nov/2024	Screenshot of Lim of Defendant Beyond surveiling Plaintiff's public location at an economic relation	☐	10/August/25
1.40	17/Feb/2025	Email from Plaintiff to Guild Yule and Harper Grey containing Notice of Litigation Hold	☐	29/June/25
1.41	17/Feb/2025	Email from Guild Yule and Harper Grey violating 5-1b of Rules of the Court	☐	29/June/25
1.42	05/Mar/2025	Email from Guild Yule and Harper Grey violating 5-1b of Rules of the Court	☐	29/June/25
1.43	13/May/2025	Email from Plaintiff to Guild Yule and Harper Grey attempting personal service on Qually and Whiteside	☐	29/June/25
1.44			☐	
1.45			☐	

Part 2: OTHER DOCUMENTS TO WHICH THE LISTING PARTY INTENDS TO REFER AT TRIAL

[Do not include documents listed under Part 1, 3 or 4.]

No	Date of document [dd/mmm/yyyy]	Description of document	Indicate by a check mark if the document is no longer in the listing party's possession or control	Indicate, for each document listed in this Part by way of an amendment to this List of Documents under Rule 7-1 (9), (12) or (14), the date on which the document was listed
2.1	23/Sep/2022	Beyond's "Accountability Mindset"	☒	29/June/25
2.2	23/Sep/2022	Email announcing Plaintiff's termination to staff of Beyond and VFS by Qually	☒	29/June/25
2.3	23/Sep/2022	Email containing Sony Group Corporation's ("Sony") licensable intellectual property catalogue sent to Waterproof Studios/ Smiling Budha Productions ("Waterproof")	☒	29/June/25

No	Date of document [dd/mm/yyyy]	Description of document	Indicate by a check mark if the document is no longer in the listing party's possession or control	Indicate, for each document listed in this Part by way of an amendment to this List of Documents under Rule 7-1 (9), (12) or (14), the date on which the document was listed
2.4	23/Sep/2022	Strategic and/or consultation plans in the prospective corporate merger between Beyond and Waterproof ("Above")	☒	29/June/25
2.5	13/Jan/2023	Report by Thompson and Qually of Plaintiff's alleged threats to the Vancouver Police Department	☒	29/June/25
2.6			☐	
2.7			☐	

Part 3: DOCUMENTS THAT RELATE TO A MATTER IN QUESTIONS IN THE ACTION

[List here all documents that are listed in response to a demand under Rule 7-1 (11) of the Supreme Court Civil Rules, and all documents that are listed in response to a court order under Rule 7-1 (14) of the Supreme Court Civil Rules, that have not been listed under Part 1 or 2.
Do not include documents listed under Part 1, 2 or 4.]

No	Date of document [dd/mm/yyyy]	Description of document	Indicate by a check mark if the document is no longer in the listing party's possession or control	Indicate, for each document listed in this Part by way of an amendment to this List of Documents under Rule 7-1 (9), (12) or (14), the date on which the document was listed
3.1			☐	
3.2			☐	
3.3			☐	

Part 4: DOCUMENTS FOR WHICH PRIVILEGE FROM PRODUCTION IS CLAIMED

No	Date of document [dd/mmm/yyyy]	Description of document	Grounds on which privilege is claimed	Indicate, for each document listed in this Part by way of an amendment to this List of Documents under Rule 7-1 (9), (12) or (14), the date on which the document was listed
4.1	15/Oct/2024	Email from Whiteside's council ("Harper Grey") to Plaintiff containing formal offer to settle		29/June/25
4.2	15/Jan/2025	Email from Plaintiff to Guild Yule and Harper Grey containing Settlement Offer #1	Settlement Privilege	29/June/25
4.3	04/Feb/2025	Email from Plaintiff to Guild Yule and Harper Grey containing Settlement Offer #2	Settlement Privilege	29/June/25
4.4	14/Feb/2025	Email from Plaintiff to Guild Yule and Harper Grey containing Settlement Offer #3	Settlement Privilege	29/June/25
4.5	19/Feb/2025	Email from Plaintiff to Guild Yule and Harper Grey containing Settlement Offer #4	Settlement Privilege	29/June/25
4.6	23/May/2025	Email from Plaintiff to Guild Yule and Harper Grey containing Settlement Offer #5	Settlement Privilege	29/June/25
4.7	01/Jul/2025	Email from Plaintiff to Guild Yule and Harper Grey containing Settlement Offer #6	Settlement Privilege	29/June/25
4.8	11/Aug/2025	Email from Plaintiff to Guild Yule and Harper Grey containing Settlement Offer #7	Settlement Privilege	10/Aug/2025
4.9				
4.10				

TAKE NOTICE that the documents listed in Parts 1, 2 or 3 of this List of Documents that are not shown as no longer being in the listing party's possession or control may be inspected and copied, during normal business hours, at

350 W Georgia St, Vancouver, BC V6B 6B1

Date: 8102025

Implied undertaking to the court

Documents produced are not to be used by the other party(ies) except for the purposes of this litigation unless and until the scope of the undertaking is varied by a court order or other judicial order, consent or statutory override or a situation of immediate and serious danger emerges. This implied undertaking continues despite settlement or completion of the litigation.



Signature of

☒ listing party ☐ lawyer for listing party

Bradley Tyler Sulatycky